

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN THE MATTER OF	*	CIVIL ACTION NO.:
DANAOS SHIPPING CO., LTD.	*	
AND SPEEDCARRIER (NO. 3) CORP.	*	
AS OWNERS AND/OR OPERATORS	*	ADMIRALTY
OF THE M/V STRIDE	*	
EXONERATION FROM OR	*	SECTION:
LIMITATION OF LIABILITY	*	
	*	JUDGE:
	*	
	*	MAGISTRATE:

LETTER OF UNDERTAKING

Nathan Ochsner
Clerk of Court
United States District Court
Southern District of Texas
P. O. Box 61010
Houston, TX 77208

Dear Sir:

In order for Danaos Shipping Co., Ltd. and Speedcarrier (No. 3) Corp., as owners, managers, operators and/or charterers of the M/V STRIDE (the "Vessel"), to file an action for exoneration from or limitation of liability in connection the incident more particularly described in the complaint on file herein, as required by 46 U.S.C. § 30501, *et seq.*, Assuranceforeningen Skuld (Gjensidig) (the "Club") hereby agrees to the below.

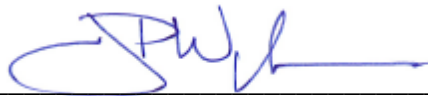
1. In the event a final, unappealable judgment (after appeal, if any) entered thereon by the Court as a result of the claims arising out of the incident made basis of this limitation action, then the Club agrees to pay and satisfy up to and not exceeding the total aggregate sum of \$481,785.00 (FOUR HUNDRED EIGHTY-ONE THOUSAND, SEVEN HUNDRED EIGHTY-FIVE AND 00/100) US Dollars of the said final judgment with annual interest at six percent (6%) from the date hereon, or any lesser amount decreed by the Court or as settled between the parties without any judgment being rendered where said settlement has been made with the approval of the Club.
2. Notwithstanding any of the foregoing, the liability of the Club pursuant to this Letter of Undertaking shall be strictly subject to the terms and conditions of the rules of the Club.

3. This Letter of Undertaking shall terminate and become void (1) upon satisfaction of judgement or payment of any agreed settlement on the final conclusion of the aforesaid limitation action, including any appeals therefrom; (2) by return of the original Letter of Undertaking to the Club or its counsel; (3) in the event the owners of the Vessel provide a surety bond upon order of the Court as security for this limitation proceeding; or (4) as otherwise ordered by the Court and/or agreed to by the parties.
4. This Letter of Undertaking is to be binding and is given without prejudice to any and all rights or defences available to the Vessel or its owners, operators, and/or managers under any applicable law or statute, none of which are to be regarded as waived.
5. This Letter of Undertaking shall be governed by the General Maritime Law of the United States of America and any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the United States District Court for the Southern District of Texas, provided always that the Club shall in any event be under no liability whatsoever under the terms of this undertaking except as stated in paragraph 1 above. Any stipulation herein is for the purpose of this Letter of Undertaking only and the Club reserves all rights under its rules.
7. This undertaking and the appearances made pursuant to this undertaking shall not be construed as a general appearance of the Vessel, and her *in rem* appearance is restricted to the claims arising out of the incident made basis of this limitation action.

IN WITNESS HEREOF, the Club has caused these presents to be duly executed on its behalf by the undersigned duly authorized representative of Assuranceforeningen Skuld (Gjensidig).

Very truly yours,

For and on behalf of
Assuranceforeningen Skuld (Gjensidig)

BY: 
NAME

Thus done and executed at Houston, Texas this 5th day of July, 2024.